

January 24, 2003

Richard F. Vitarelli
Robinson & Cole
280 Trumbull Street
Hartford, CT 06103-3597

Re: City of Waterbury and WMAA

Dear Mr. Vitarelli:

Enclosed is the final version of the new WMAA contract, which was previously sent to you on January 2 and that now reflects some minor editorial changes recommended by Jeff Moore.

The changes occur on pages 17, 36 and 37. Page 17 includes a change in line 2 from "(1) and (2)", to "Section 1(a) and (b); Section 1(d) line two, which was changed from "Section 3" to "Section 1(c); and Section 2, third line which previously read, "paragraphs 1-5" to "Section 1(a) through (e)".

Page 36 and 37 includes typo changes for "Librarian IV" which previously read "Librarian TV" and "Wafer Department General Foreperson" to "Water Department..."

Please let me know if you have any questions regarding these changes.

Very truly yours,



Kay Permenter
Assistant to Brian Clemow

cc: Peter Abare-Brown
Kevin Murphy
Jeff Moore

2002 - 2005

AGREEMENT

BETWEEN

THE CITY OF WATERBURY, CONNECTICUT

AND

LOCAL 818 OF COUNCIL 4, AFSCME, AFL-CIO

ARTICLE I RECOGNITION

Section 1.

The City of Waterbury (City) recognizes Local 818 of Council 4, AFSCME, AFL-CIO (Union) as the sole and exclusive bargaining agent for the regular full-time and regular part-time administrative and supervisory employees who are covered by this Agreement, as listed in Schedule A for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment.

Section 2. - Definitions

The following definitions are applicable to this Agreement unless the context of the usage in any given Article or Section indicates otherwise.

- (a) "parties" shall mean the City and the Union.
- (b) The term "employee" shall refer to those people who are considered either regular full time or regular part time.
- (c) The term "regular full-time employee" shall mean those scheduled to work 35 or more hours per week.
- (d) The term "regular part-time employee" shall mean those scheduled to work between 20 to 35 hours per week.
- (e) The term "regular employee" shall mean those employees having successfully completed the probationary period, which shall be six (6) continuous months unless otherwise agreed in writing by the City and the Union.
- (f) The term "in pay status" shall mean and describe the situation that occurs when an employee is receiving compensation provided for in this Agreement, including Workers' Compensation from the City.
- (g) The pronoun "His" may be defined to include the pronoun "Her."
- (h) The pronoun "Her" may be defined to include the profound "His."
- (i) "Work Week" is defined to mean equal to the time scheduled to be worked as outlined in 3 and 4 above.

(j) "Work Day" is defined to be equal to one-fifth (1/5) the scheduled work week as outlined in 3 and 4 above.

(k) The term "days" shall mean calendar days unless otherwise indicated.

(l) The terms "date of execution" or "execution" shall mean the date that the Agreement is approved by the Waterbury Financial Planning and Assistance Board or the date of the arbitration award.

Section 3.

The parties agree to abide by the applicable Connecticut General Statutes which deal with promotions. In addition, prior to the announcement of the adoption of any new or changed job or classification in the management group, the City, through the Personnel Department, will notify the Union, in writing of such and supply the Union with a copy of the proposed classification specification in order to facilitate compliance of such statutes, including the establishment of salary ranges for new positions and for revised salary ranges for jobs for which duties have been substantially and materially revised.

ARTICLE II UNION SECURITY AND DUES CHECK-OFF

Section 1.

All employees covered by this Agreement shall as a condition of employment, become and remain members of the Union in good standing. All future members shall be required to become and remain Union members within thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the City within thirty (30) days after receipt of written notice to the City from the Union. The Union agrees to defend and hold the City completely harmless from any and all claims arising from or out of the operation of this Article II. Sections 1 and 2, including, but not limited to, court costs and attorney fees as a result of any written notice given the City by the Union hereunder.

Section 2.

The City of Waterbury agrees to deduct from the paycheck of each employee who has signed a payroll deduction card authorized by the Union and the City, a sum certified in writing, by the Secretary, or other authorized official of the Union, to be Union dues.

(a) These deductions shall be made monthly commencing the third paycheck after receipt of the card by the appropriate payroll office, and delivered to the Union within a reasonable time.

(b) Employees who do not receive any pay on the payday in which dues are scheduled to be made shall be subjected to double deductions on the next scheduled deduction dates until outstanding past deductions have been made current.

ARTICLE III CONDITIONS OF EMPLOYMENT (HOURS OF WORK)

Section 1.

Both the City as employer and the Union recognize the responsibilities vested by the City with each employee holding a position covered by this Agreement. Each employee shall render honest, efficient, economical management service.

The Union recognizes that the City may from time to time require the employee to work at various tasks, for the benefit of the City, which may not be found in the description of the duties normally performed by the employee. Likewise, the Union and the City recognize that the managerial nature of the covered position requires the employee to devote substantially all of the employee's working effort to the tasks assigned him by the City without regard to the hours per day, week or month required to effectively perform the aforesaid duties. The right and authority to make work schedules and work assignments is vested exclusively in the City, its Mayor and/or the various administrative officials and/or Department Heads of the Departments involved.

It is expected that the employee covered by this Agreement will, when working in his own job classification, without the need for specific direction, schedule his own work, but remain prepared to fulfill schedules and tasks as assigned to him generally within the parameters of the job specification. The agreed working Motto of the City and the Union is "Professionalism First." The parties agree that neither the City nor the Union shall engage in clock watching or time clock punching.

Notwithstanding the above, an employee assigned to a higher classification may be entitled to a 10% increase in his current salary during the time he is assigned to the higher classification or the minimum rate of the higher classification, whichever is greater, (but in no instance shall the pay differential exceed 15% of the employee's current salary) provided that: (a) the employee performs the work required by the job specifications of the higher classification during the entire period of time that he is assigned to said higher classification; and (b) the assignment to the higher classification is requested by the employee's Department Head, in writing, and approved in writing by the Mayor. Such request for approval must specify the nature of the assignment and its expected duration. Extensions must also be approved, in writing, by the Mayor. No pay differentials will be awarded for assignments of less than five consecutive days. Additional compensation awarded under this section will not be credited for the purpose of pension benefit calculation. This section will not apply to situations where work in the higher classification is specifically required by the employee's regular job

classification. A Department Head's decision whether or not to request a pay differential and the Mayor's decision whether or not to approve a request for a pay differential shall not be subject to the grievance procedure.

Section 2:

The normal, basic work day for regular full time bargaining unit members (with the exception of Librarian IV and Superintendent of Golf Courses who all work more than 35 hours a week) is seven (7) hours per day excluding a lunch break, bearing in mind, however, at all times, the aforesaid working Motto of the City and the Union that the concept of "Professional First" is of paramount importance.

ARTICLE IV NO STRIKE OR LOCKOUT

Section 1.

Any managerial employee and the Union which represents him, and the City, agree, that since the benefit of the City is the objective of the work efforts of the employee, the employee shall perform the tasks assigned him by the City so as to promote the interests of the City.

Since a spirit of cooperation between the City and its Management employees is essential to the efficient, economical and productive operation of the City Government, it is hereby agreed that all parties to this Agreement will so conduct themselves so as to promote this spirit.

Therefore, during the life of this Agreement, there shall be no strikes, slowdowns, suspensions or stoppage of work in any part of the City's operations by any employee or employees and there shall not be any lockout by the City in any part of its operations. The Union agrees that during the life of the Agreement it will not promote, sponsor or encourage any picketing of City facilities, or any other demonstrations of labor unrest at, near or by such facilities.

ARTICLE V GRIEVANCE PROCEDURE

Section 1.

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee and employer grievances. It is the desire of the City and the Union to address grievances informally, and both parties are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review process.

Section 2.

A grievance is defined as a dispute between the City and the Union or City and any employee or group of employees concerning any and all of the following:

- (a) Alleged misapplication or misinterpretation of contract
- (b) Alleged misapplication or misinterpretation of any written City rule or regulation.
- (c) Any condition affecting the employee's health and safety, alleged discrimination based on race, color, creed, national origin and/or gender.

Section 3.

Neither the Union or the City will propose or agree to a settlement of a grievance presented by an employee which shall contravene the provisions of this contract.

Section 4.

Step 1. Within seven (7) working days of the date of the occurrence giving rise to the grievance (or the date the grievant had or should have had, actual or constructive knowledge of the alleged occurrence), the grievant shall present his grievance in writing to his Department Head, who shall make careful inquiry into the facts and circumstances of the grievant's complaint. The Department Head shall attempt to resolve the problem promptly and, in any event, shall inform the employee in writing of his decision and reasons therefore within seven (7) working days subsequent to the receipt of said written grievance from the employee.

Section 5.

Step 2. If a grievant claims to be still aggrieved, he or his authorized representative may present his grievance to the Mayor or his designee, who shall serve as a representative of the City, in writing within ten (10) working days of the receipt by the grievant of the decision of the Department Head in Step 1 hereof. The grievant shall send copies of his Step 2. appeal to his Department Head and the City's Corporation Counsel. The Mayor or his designee shall, within twenty (20) working days after the receipt of the grievance, hold a meeting and consider the complaint. At the meeting before the Mayor or his designee rules of evidence shall not apply. The Mayor or his designee may conduct more than one (1) meeting session if necessary to hear all the facts pertinent to the grievance. Said meeting, shall, in any event, be concluded within ten (10) calendar days excluding Sundays and Legal Holidays. The Mayor or his designee shall forward to the grievant, with a copy to the Department Head and Mayor, his written decision including his findings, within seven (7) working days of the conclusion of the meeting.

Section 6.

Step 3. In the event a satisfactory solution to a grievance does not result by following the procedure established hereinbefore, the Union or the City, within ten (10) working days of the receipt of the decision of the Mayor or his designee, may request the State Board of Mediation and Arbitration to provide mediation service.

Section 7.

Step 4. In the event that mediation does not resolve the grievance, then the Union or the City may request the State Board of Mediation and Arbitration of the American Arbitration Association to provide arbitration services. If the decision of either party is to request the services of the American Arbitration Association, then the requesting party must assume the full cost of arbitration except attorney or like fees of the other party.

All requests for arbitration services shall be made to the State Board of Mediation and Arbitration or the American Arbitration Association in writing, with copies to the City or the Union by certified mail, return receipt requested, within ten (10) working days subsequent to the written or verbal statement by the Mediator that he is unable to resolve the grievance through mediation mechanism. If the party which initially requests arbitration selects the State Board of Mediation and Arbitration, the other party may opt to have the issue arbitrated before the American Arbitration Association, subject to the conditions set forth above, provided written request for arbitration is made to the American Arbitration Association within ten (10) working days of receipt of the initial request for arbitration by the State Board of Mediation and Arbitration. A copy of the request to the American Arbitration Association shall be simultaneously sent by certified mail, return receipt requested, to the party which initially sought arbitration.

Section 8

The decision of the arbitrator, in Section 7 (Step 4) shall be final and binding on both parties. Except as otherwise provided above, the fees of the Arbitrator or of the Arbitration Panel if any, shall be borne equally by both parties.

Section 9.

The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this Agreement. The said arbitrator shall have no authority to add to or subtract from this Agreement. The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall not commence the hearing concerning the substantive issues in any case until the parties have submitted to the Arbitrator a written Submission of Issue or Issues, which submission is to govern the Arbitrator's award in that case. The said Arbitrator shall be bound by, and must comply with, all the terms of this Agreement. He shall have no powers to add to, delete from or modify in any way, any of the provisions of this Agreement. The American

Arbitration Association arbitrator must issue a written decision within thirty (30) days of the completion of said arbitration hearing(s).

Section 10.

The time limits specified herein for proceeding from one step to the next in the grievance procedure may be extended by mutual consent at any step in the procedure. This extension of the time limits shall not be construed to jeopardize the substantive rights of either party. In the event that the time limit prescribed in Section 4, (Step 1) and/or Section 5, (Step 2) of the Grievance Procedure is not substantially complied with because of the failure of the person, (who is required to make the decision at the step in question) to render his decision within the time limits prescribed, then the grievant may automatically process his grievance to the next step without waiting for the decision of the person, in the step in question.

Section 11.

Nothing in this Agreement shall be construed as compelling the Union or the City to submit a grievance to arbitration.

Section 12.

The procedure hereby established in this Article shall be the sole remedy for grievances under this Agreement.

Section 13.

No regular employee shall be disciplined except for just cause. Any regular employee demoted, suspended or discharged may process a grievance by commencing the procedure at Step 2 of the grievance procedure. However, the regular employee must file said grievance in writing within seven (7) working days of the date of demotion, suspension or discharge.

Section 14.

Without limiting the foregoing Section 13, the conviction of an employee by any court of any felony offense shall constitute just cause for disciplinary action (e.g. dismissal, suspension, demotion or warning). The conviction of an employee by any court of any misdemeanor or unclassified offense, which misdemeanor or unclassified offense involves bribery, larceny, narcotics, indecent liberties with a minor, risk of injury to a minor, child abuse or sex-related offenses, shall constitute just cause for disciplinary action (e.g. dismissal, suspension, demotion or warnings).

ARTICLE VI SENIORITY

Section 1.

Seniority shall be City Seniority. City seniority shall consist of the total accumulated service of the employee with the City as a classified service employee.

Section 2.

An employee's length of service shall not be reduced by time lost due to sick injury leave or authorized leave of absence.

Section 3.

Should the City decide to reduce the work force represent by the Union, the following procedures shall apply:

- (a) The City will inform the President of the Union in writing at least forty-five (45) days prior to laying off Union members.
- (b) The City and the Union will discuss the proposed layoffs and the City will consider proposals presented by the Union which will result in monetary savings equivalent to that achieved through the proposed layoffs.

Section 4.

In the event layoffs are still considered by the City to be necessary after the application of 3(a) and 3(b) above, the following order shall prevail:

- (a) Should a Union position in a department be held by two or more individuals, those with the least length of service with the City shall be laid off first.
- (b) No substantial portion of the duties that are exclusively within the job description of a member of the Union who is laid off shall be performed by any employee of the City who is not a member of the Union.
- (c) The City may decide not to comply with the provisions of Sections 4(a) or 4(b) above with respect to the layoff of any individual member of the Union, provided that if it so decides, the City must negotiate upon request over the impact of its decision on such employee.

Section 5.

Should layoffs take place, the following shall apply:

(a) A laid off employee shall be offered a demotion to a lower class, if qualified, and if a suitable vacancy exists.

(b) If further training will make a laid off employee qualified for a vacant position which may exist within the bargaining unit, the City may offer, but is not required to offer, such position to the laid off employee.

(c) Laid-off employees shall have first priority recall rights for a period of three (3) years, from the date of layoff should the position formerly held be reestablished during that period. In addition, should another position become available in any bargaining unit for which the laid off employee is qualified, as determined by the Office of Civil Service, and for which another laid-off employee does not have prior recall rights, then that position shall be offered to qualified laid-off employees.

(d) An employee restored to his original position shall receive either (1) the same salary earned at the time of layoff or (2) the minimum of the salary range, whichever is greater. In addition, the employee shall have restored all longevity and seniority accrued as of the date of layoff.

ARTICLE VII SICK LEAVE

Section 1.

For purposes of this article, sick leave is defined as absence from work because of illness or injury (which is not compensable under the CT Workers' Compensation Act for an injury incurred in City employment) or absence from work for medical or dental or ocular treatment which cannot be scheduled during the employee's non-working hours. The City shall have the right to require the employee to reschedule such appointment, if the appointment is of a non-emergency nature. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof.

If an employee is absent and is receiving Worker's Compensation for an injury incurred on non-City employment then the absence is charged to sick leave.

Section 2

Employees will carry forward the sick leave accumulated under the formula in effect prior to July 1, 2002, and will continue to accrue sick leave under such formula until December 31, 2002. Effective January 1, 2003, the sick leave credit for each employee shall be one and one-quarter (1¼) working day for each complete calendar month in pay status. For purposes of this section, "complete calendar month in pay status" shall mean that the employee is receiving remuneration at least four (4) hours each day for eighteen (18) working days in that month. If the employee is scheduled to work less than eighteen (18) days per month, he must work at least thirteen (13) days in that calendar month.

(b.) Sick leave may not be accumulated in excess of one hundred eighty (180) days, or the number of days the particular employee had accumulated on December 31, 2002, whichever is greater. Employees with more than one hundred eighty (180) days of sick leave accumulated as of December 31, 2002 shall not accumulate any additional sick leave except when and during the period when their sick leave use brings their sick leave total below one hundred eighty (180) days.

Section 3.

Maternity leave, chargeable to accrued sick leave to the extent of disability as shown by medical evidence, shall be granted to an employee upon written request. Maternity leave shall be interpreted to include the adoption of a child. Maternity leave shall be granted for a period of up to six (6) months. Any employee granted maternity leave, and who has indicated a desire to return to the employment of the City, shall be returned to the position she held prior to sick leave.

Section 4.

Whenever an employee is absent from work as a result of injury arising out of and in the course of his employment with the City, he shall be paid, in addition to any workers' compensation payment, an amount which, when joined with the compensation payment, will equal his full net weekly salary for a period of one year from the date of the injury.

Section 5.

Advance sick leave may be granted an employee who has exhausted all of his sick and vacation leave upon his written request and presentation of a doctor's statement giving diagnosis and prognosis. Requests for such advance sick leave must be approved by the Department Head (if he is the supervisor) or the appointing authority and the Mayor or his designated representative. The denial or granting of such requests is at the discretion of the City.

Section 6.

Upon the full normal retirement or death of an employee, said employee or his estate, shall be paid, as terminal pay, the equivalent of fifty percent (50%) of his then accumulated sick leave, but in no event to exceed ninety (90) days valued at the applicable rates in use on the date of retirement or death.

For the purpose of this section the phrase "Retirement" shall mean retirement of the employee pursuant to the City of Waterbury retirement system provisions, including the provisions of Article XXVII hereof, or, retirement pursuant to the Social Security Law, so-called, for those employees who entered the City employment subsequent to their fiftieth (50) year of age and who had ten (10) years or more of employment with the City as of the date of their "Social Security Retirement"

Employees hired on or after March 10, 2000 are not entitled to the benefits provided in Section 6 and Section 7 of this Article and shall accrue sick days from year to year for use only. Employees hired on or after March 10, 2000 are not entitled to any payments for unused sick days referred to as "terminal pay" above.

Section 7.

Sick Bank - Any member of the Union shall be permitted to contribute days from his sick leave accumulation to other Union member(s) who suffer prolonged illness and whose sick leave accumulation has been exhausted. The Union will notify its members when an individual member has exhausted his sick days. A "sign-up" sheet shall be provided in the Comptroller's Payroll Office for the purpose of donating days to the affected member. Not more than twenty (20) days may be donated by any individual member in any fiscal year, and not more than one hundred thirty (130) days may be donated to any individual member, except by mutual consent of the Union and Mayor. Donated days which are not used by the affected member shall be returned to the donor.

ARTICLE VIII PERSONAL DAYS

Section 1.

Each employee, who was an employee on each January 1st of the pertinent year shall be granted four (4) Personal Days within the calendar year provided the employee is an employee on the date of the Personal Day.

Section 2.

Such Personal Days cannot be carried over to the next calendar year.

**ARTICLE IX
FUNERAL LEAVE**

Section 1.

Special leave of three (3) working days with pay will be granted in each instance for absence from duty for employees in the event of death in the immediate family. Immediate family shall mean husband, wife, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, stepparents or foster parents, stepchildren, or foster children or any relative domiciled in the employee's household.

Section 2.

If, more than three (3) working days elapse between the day of death and the day of the funeral, additional time may be granted without loss of pay.

Section 3.

One (1) day of special leave with pay will be granted an employee to attend the funeral of an aunt, uncle, niece or nephew.

**ARTICLE X
SABBATICAL LEAVE**

Section 1.

An employee who wishes to improve upon his professional performance and engage in independent research and achievement, may, with approval of his Department Head and the Mayor, take a sabbatical leave under the following conditions:

(a) No more than one (1) member of the bargaining unit is absent on sabbatical leave at one time.

(b) The employee's written request must include a statement of the course of study to be pursued and the benefits to be derived froth such courses of study by the City, time required, educational institution.

(c) The employee has completed at least five (5) consecutive years of service in the City and at least five (5) consecutive years in City service since the last sabbatical leave.

(d) The granting or denial of sabbatical leave is not subject to the grievance procedure.

Section 2.

Employees on sabbatical leave shall not be paid, but shall be with full health insurance benefits as if the employee had remained actively employed. No other benefits shall be paid during such leave, but service shall accrue for purposes of computation of benefits based on length of service.

Section 3.

An employee receiving such leave privileges shall continue to receive benefits that he would have received had he not been on such leave.

Section 4.

Upon the employee's return to City service from sabbatical leave, he shall receive the same salary, per the terms of this Agreement, as though he had not been on such sabbatical leave.

Section 5.

Payments to employees on sabbatical leave shall be made on a weekly basis. The employees will supply self-addressed, stamped envelopes if the employee requests are for checks to be mailed.

Section 6.

Any employee granted such sabbatical leave shall agree, by formal written agreement, to return to his employment for six (6) months subsequent to the conclusion of such sabbatical leave. The employee shall have the Union review the said written agreement. In the event the employee does not return to Waterbury employment, he shall be liable to the City in the amount of the employer's share of the cost of health insurance received from the City as liquidated damages for his failure to abide by the aforesaid formal written agreement.

In the event that the failure of the employee to complete two six (6) months of service is due to the employee's permanent total disability or his death, then he or his estate shall not be liable for the prorated liquidated damages hereinafter prescribed.

ARTICLE XI MILITARY LEAVE

Section 1

The City will abide by all applicable State and Federal Laws regarding military leaves of absence.

Section 2.

For temporary leave to serve a period of active duty with the Reserve or National Guard not to exceed thirty (30) working days annually, the employee shall be paid the difference between his regular base City pay and that of military pay and allowances.

Section 3.

Such leave shall be in addition to annual vacation leave, personal leave or other leave prescribed herein. A statement of military orders shall be submitted by the employee to the Department Head as soon as possible.

ARTICLE XII LEGAL LEAVE

Section 1.

An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed to appear before a court, public body or commission in connection with City business.

Section 2.

In the case of jury duty, the amount of statutory juror's fee received by the employee shall be deducted from the pay due from the City.

ARTICLE XIII PROFESSIONAL LEAVE

Section 1.

An employee shall be given educational leave with full pay for the purpose of attending short term special courses, seminars or workshops relating to his work when approved by

Department Head, provided any leave in excess of five (5) consecutive working days must also be approved by the Mayor.

ARTICLE XIV PROFESSIONAL DEVELOPMENT

Section 1.

Effective upon the execution of this Agreement, permanent full-time employees shall be reimbursed for tuition costs at the rate of not greater than Five Hundred and 00/100 (\$500.00) Dollars per course for up to four (4) courses per year in which the permanent full-time employee receives a grade of "B" or better from an accredited college or university. In order to receive such reimbursement, the employee must receive written approval from the Mayor prior to taking the course. The Mayor's approval or denial shall be solely within his discretion. The courses must be directly related to the employee's work and be considered essential to maintain and/or improve skills for the employee's position. The total amount paid by the City to members of the Union for professional development in each fiscal year shall not exceed Five Thousand and 00/100 (\$5,000.00) Dollars.

Section 2.

Effective upon the execution of this Agreement, employees in positions that require mandatory professional certification or licensure and maintenance of such certification or licensure shall be reimbursed an amount up to five hundred dollars per year (\$500.00) for fees directly connected to the maintenance of such certification or licensure. Employee's must submit an expense voucher to their Department Head with supporting documentation for approval.

ARTICLE XV HOLIDAYS

Section 1.

The following Holidays shall be paid for regular employees under the following conditions when not worked:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Employee's Birthday (2002 only)

Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

(a) The holiday must fall on a regularly scheduled work day except any holiday falling on Sunday shall be observed on the following Monday and a holiday falling on a Saturday shall be observed on the preceding Friday. The employee must receive compensation for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday to be eligible for pay on the holiday.

(b) In any case in which the employee has exhausted his sick leave, but was otherwise in pay status some part of the week in which the holiday falls, a medical certificate attesting that he was sick on the scheduled work day(s) in question, will be sufficient to entitle him to the Section 1 Holiday pay.

Section 2.

Should a holiday fall within an employee's scheduled vacation he shall receive an extra vacation day with pay.

Section 3.

Should an employee be on paid sick leave during a holiday the day will be charged to holiday pay.

Section 4.

In the instance when an employee must be present at the work place or work site to supervise employees within his department or bureau that are working on a holiday, he shall receive his full holiday pay prescribed by Section 1 hereof, plus one (1) times his regular rate for hours so worked.

ARTICLE XVI VACATION LEAVE

Section 1.

Time off with pay for vacation shall be granted to regular employees according to the following schedule:

(a) An employee who has completed six (6) months of service from the date of hire but less than one (1) year shall be entitled to a vacation equivalent to one work week.

(b) An employee who has completed one (1) year of service, but less than five (5) years of continuous service shall be entitled to the equivalent of two (2) work weeks of

vacation, however, no employee shall be entitled to three (3) weeks of vacation in one calendar year because of the application of (1) and (2).

(c) An employee who has completed or will complete within the year five (5) years of continuous service shall be entitled to the equivalent of three (3) work weeks of vacation time during the calendar year he will complete five (5) years of service.

(d) An employee who has completed six (6) years of continuous employment shall be entitled to one (1) day, in addition to the provisions of Section 3 above for each completed year of continuous service subsequent to the fifth (5th) year until a maximum of the equivalent of four (4) work weeks of vacation is attained. Such additional entitlement will be effective during the calendar year of the pertinent anniversary date.

(e) An employee who was entitled to more than four (4) weeks of vacation as of January 1, 2002 shall continue to be entitled to such additional vacation.

Section 2.

Employees on the payroll as of June 30, 2002 who are in the classifications of Librarian IV and Superintendent of Golf Courses will receive twenty-two (22) vacation days, or the number of vacation days to which they are entitled under paragraphs 1-5 above plus two (2), whichever is greater, regardless of the above provisions concerning vacation eligibility.

Section 3.

Employees, with the approval of the Department Head or the Mayor, may defer up to one (1) week of vacation time from one calendar year to another. Vacation weeks which are deferred must be used within the next twelve (12) month period or they will be lost.

Section 4.

If an employee is not able to use any or all of his vacation leave, due to City constraints as set forth by the Department Head and the Mayor, the employee shall carry over any unused vacation leave to the next year.

Section 5.

An employee laid off and re-hired within the recall period shall be credited with all City service time that he had accrued at time of layoff for vacation eligibility purposes.

ARTICLE XVII LONGEVITY

Section 1.

Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the longevity amount for which the employee was eligible as of July 1, 2002. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Section 2.

No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible or receive any longevity pay.

Section 3.

Longevity payments, as hereinbefore prescribed, shall be paid to bargaining unit employees in their regular weekly paycheck on the first pay period of the month of December in each calendar year. The parties agree that inclusion of the longevity payment in the employee's regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

ARTICLE XVIII LIFE INSURANCE

Section 1.

The City of Waterbury shall provide without charge to the employee, life insurance in the face amount equal to two times (2 X) the annual base salary of the employee rounded up to the next \$1,000.00, provided that this amount does not exceed the rules of the life insurance plan in which the City participates. The City reserves the right to change carriers or plans provided the coverage amounts remain the same.

Section 2.

In addition, the employee has the option of purchasing, at the group rate, additional life insurance up to an amount equal to the base salary. Deductions for the total cost of this additional coverage shall be made by appropriate monthly deductions from the employee's pay.

Section 3.

The City shall provide and pay for accidental death and dismemberment coverage in the same amount as Section 1 above.

Section 4.

The City shall provide and pay for a \$3,000 Life Insurance policy for all employees who retire with a full normal retirement under the terms of the pension plan.

**ARTICLE XIX
MEDICAL BENEFITS**

Section 1.

Effective July 1, 2002 or the first day of any subsequent month when it is practical for the City to do so, the City shall provide and continue in full force and effect the insurance program described below:

a. Each employee shall have the option to enroll in one of the following medical insurance plans:

1. The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out of network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 in-patient hospital and 25% of professional penalty imposed if guidelines are not followed. The life-time maximum for the program is unlimited.
2. The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and unlimited maximum for in-network providers. Out-of-network cost shares include \$250/750 deductible for individual and two-person or family coverage, with

subsequent coinsurance of 20% on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/4,500 for individual and two person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in network is unlimited and for out-of-network is \$1,000,000.

3. The BlueCare POE Plan with services limited to network providers; out-of-network services are not permitted. Under the BlueCare POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

b. Effective on implementation of the above medical insurance plans, each employee shall pay the following portion of the premium or premium equivalent for the above programs.

Century Preferred	20.0%
BlueCare POS	12.5%
BlueCare POE	5.0%

Employee premium cost sharing shall be by payroll deduction. If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

c. Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1,000.00).

d. Effective on implementation of the above medical insurance plans, each employee who is enrolled in the prescription plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

e. Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).

f. Effective on implementation of the above medical insurance plans, each employee who is enrolled in the dental plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

Section 2.

At the City's earliest convenience, but no later than July 1, 2003, the City shall maintain a plan pursuant to Section 125 of the Internal Revenue Code, to allow pre-tax payment of premium cost shares, medical, dental, dependent care and other expenses, to the extent permitted by law.

Section 3.

The City reserves the right to provide coverage comparable to that specified above.

Section 4.

Any questions concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insurance company in accordance with the provisions of such policies.

Section 5.

(a.) Employees hired or rehired on or after October 1, 1996, who are participating in the City's medical insurance plan at the time of retirement, and who retire pursuant to the retirement plan rules with a full normal retirement benefit after completing at least twenty-five (25) years of service and attaining at least age fifty-five (55), and who are not then or at any time thereafter eligible for Medicare, or who are not then or at any time thereafter eligible for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan which the City provides to its employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for employees.

(b.) Employees hired on or before September 30, 1996 shall be permitted to participate in medical plans in the same manner and subject to the same conditions and limitations as the retirees described in Section 5(a), above, provided, however, that they shall not be required to pay more than 100% of the fixed dollar amount of the premium or premium equivalent that active employees were obligated to pay for the same level of coverage (employee, employee + spouse, family) under the plan offered at the time of retirement.

Section 6.

Retirees or eligible spouses or eligible dependents who, at the time of retirement are eligible for Medicare or who, subsequent to retirement, become eligible for Medicare must participate in Medicare Part A and Part B. The City will provide a Medicare Supplemental Program at no cost to the retiree.

**ARTICLE XX
UNION ACTIVITIES**

Section 1

The City of Waterbury agrees that reasonable time-off with pay shall be granted to Union officers and Directors for the negotiations, the conduct of Union activities, investigation of alleged contract violations and/or the processing of grievances as called for in the Grievance Procedure.

Section 2.

The Union shall notify the Mayor and the City Clerk, the name and addresses of all the Union officers and Directors.

Section 3.

The City agrees to provide a meeting place for Union meetings, allow use of interoffice mailings and provide space for posting notices of Union activities at all City facilities, where Union members work, for any union activity other than partisan political activity.

Section 4.

To further the understanding of the rights and obligations of Union members under this Agreement, the City agrees to provide each member a copy of this Agreement. Further, ten (10) additional copies shall be provided to the Association President.

**ARTICLE XXI
CONSULTATIVE PROCEDURE**

Section 1.

For the duration of this Agreement, changes in same may be made by the written mutual consent of the parties to this Agreement. In the event the Union or the City desires to make a proposal(s) either party may submit such proposal(s) in writing to the other party. The parties

shall meet to discuss such proposal(s) within thirty (30) days after receipt of the proposal(s), unless the parties mutually agree to an extension of time for such meeting. If an agreement is reached on such proposal(s) such proposal(s) shall be effective only after a Memorandum of Agreement incorporating such changes has been executed by the parties hereto.

Section 2.

For the purposes of effectuating Section 1 above, any agreement made between the parties is to be effective upon mutual approval by the Waterbury Financial Planning and Assistance Board and the membership body of the Union.

ARTICLE XXII ADMINISTRATIVE PROTECTION

Section 1.

In the event any civil action for damages is brought against an employee in connection with and related to his employment, the City shall upon request from the employee, defend him in such proceedings. If the employee is found liable and a judgment for demands is rendered against him, the City obligates itself to pay such demands and reasonable counsel fees, if any, for the employee, unless the employee is found to have engaged in willful, wanton or malicious conduct, in which case the employee shall reimburse the City for any expenses it has incurred in such defense. If such civil action is settled prior to judgment, the City shall pay the amount of settlement, if any, and reasonable attorney's fees for the employee's attorney, provided the City has agreed to such settlement. Nothing in this section shall limit the provision of Connecticut General Statutes, Section 7-101a.

Section 2.

If an employee is attacked or otherwise molested in the performance of his duty, he shall be entitled to receive investigative support from the City in any consequential prosecution as long as he has sworn out a warrant against the alleged assailant.

Section 3.

The City will reimburse up to \$150.00 per year for the cost of malpractice insurance for each employee in a position where the City and the Union agree such insurance is appropriate. The \$150.00 per year reimbursement is based upon the understanding that the employee will select coverage in the amount of at least \$200,000-\$600,000 of Professional Liability coverage.

ARTICLE XXIII PARKING FACILITIES

Section 1.

The City shall provide free parking to employees at the closest available parking area, as determined by the City.

Section 2.

All current Union members assigned to work in the Chase Building or City Hall who have a designated parking place will retain that place.

ARTICLE XXIV TRAVEL ALLOWANCE

Section 1.

Effective on the first of the month following execution of this agreement, the City shall reimburse any employee, whose department head has authorized the employee to use a private automobile while engaged in City business, in accordance with the maximum IRS rate for mileage in effect at the time of finalization of this agreement.

Section 2.

Each employee, whose job requires the operation of a private vehicle during the majority of working days of the work year and who is reimbursed for auto usage pursuant to Section One of this Article shall transmit to the Corporation Counsel a copy of a Certificate of Insurance covering the said private automobile indicating amounts of coverage for Bodily Injury in the amount of at least One Hundred Thousand and 00/100 (\$100,000.00) Dollars per person, and Three Hundred Thousand and 00/100 (\$300,000.00) Dollars per occurrence, and Property Damage Liability in an amount of at least Twenty Thousand and 00/100 (\$20,000.00) Dollars, per occurrence or a combined single limit of \$300,000, which Insurance Certificate shall indicate that the automobile is being used in employment and/or business.

Section 3.

Any employee not covered by Section 1 above who must use a private automobile on infrequent occasions shall be reimbursed by the City at the rate of thirty-one cents (31¢) per mile, or the rate set by the Internal Revenue Service (IRS), whichever rate is greater.

ARTICLE XXV PERSONNEL FILES

Section 1.

An employee or his representative shall have the right to inspect, question and/or reproduce any material contained in his own personnel files.

Section 2.

No disciplinary or evaluative material shall be placed in an employee's file unless the employee has had an opportunity to read and sign the material. In the event the employee chooses not to sign, a Union official shall be required to sign such material acknowledging receipt. Such signature merely signifies that he has read the material and does not necessarily indicate agreement with its content.

Section 3.

An employee shall have the right to add any material he wishes to the record as long as said material is not obscene, slanderous, libelous and is relevant to his employment. It must be signed by the employee.

ARTICLE XXVI VACANCIES

Section 1.

As used in this Article, "vacancy" shall mean a position not occupied due to the death, retirement, resignation, transfer, dismissal, etc, of an incumbent or an unfilled, newly created position.

Section 2.

If an eligibility list for the position is in existence and a requisition is on file, the Personnel Director shall certify the name of the person standing highest on such eligibility list within ten (10) days of the occurrence of said vacancy. The appropriate Appointing Authority shall appoint the person so certified to fill such vacancy. If a vacancy occurs during the last ten (10) days of the appropriate eligibility list, the Personnel Director shall immediately certify the name of such eligible individual.

Section 3.

Whenever such vacancy occurs, and there is no appropriate eligibility list in existence and a requisition is on file, the Personnel Director, within ninety (90) days of the date of such vacancy, shall conduct an examination in accordance with Civil Service Rules and Regulations. Within ten (10) days after the list is established, the Personnel Director shall certify the individual standing highest on the list and the appropriate Appointing Authority shall appoint such person to fill the vacancy.

Nothing in Section 1, 2 or 3 above shall be construed to require the City to file a requisition.

Section 4.

If the City wishes to abolish a position, then it may do so only after notification and consultation with the Union, at least forty-five (45) days prior to the date of the proposed abolition of the position.

ARTICLE XXVII PENSIONS

Section 1.

The following are to be considered amendments to the Union pension plan and are not intended to exclude anything already granted by any City Board and/or Commission.

Section 2

For purposes of this section the phrase "Retirement" shall mean retirement of the employee pursuant to the City of Waterbury retirement system provisions, including the provisions of Article XXX hereof, or, retirement pursuant to the Social Security Law, so-called, for those employees who entered the City employment subsequent to their fiftieth (50) year of age and who had ten (10) years or more of employment with the City as of the date of their "Social Security Retirement."

Section 3.

As used in this article, the term "base annual salary" shall be defined to mean the employee's base salary (that is, his Article XXX wages) plus longevity pay if any, for the twenty-four (24) calendar months of active employment immediately prior to the employee's application for retirement or for vesting benefits, divided by two and shall not include any extra pay including but not limited to unused sick payment, pay differentials and holiday differentials.

Section 4.

Effective September 1, 2002 pension payments shall be computed on the basis of two percent (2%) for each year of service. This percentage shall be multiplied by the employee's "base annual salary" as defined in Section 3 of this Article. An employee's benefit per year of credited service completed prior to September 1, 2002 shall be two and one-half percent (2½ %) for each year of service.

Section 5.

The parties agree that per the provisions of Section 414(h) of the Internal Revenue Code (as so codified as of August 1995), the employee's "contribution dollars" are treated as pretax dollars. Thus, the amount of the employee's contribution to the retirement system shall not be included in the amount of the employee's income tax liability for "wages."

Section 6.

Employees hired on or before March 10, 2000 may retire upon completion of twenty-five (25) years of service (provided in the case of an employee hired after September 30, 1996 that the employee has attained fifty-five (55) years of age). Employees hired on or before March 10, 2000 who reach the age of 65 may retire upon completion of at least fifteen (15) years of service. Employees hired after March 10, 2000 shall be covered by Section 14 of this Article.

Section 7.

Disability:

A. Any employee who was hired and commenced City employment prior to September 30, 1996, and who completed three (3) or more years of employment with the City of Waterbury shall be eligible for a disability pension in the event that the employee becomes totally and permanently disabled from continuing to render the service in which he has been employed as an employee of the City in accordance with the City of Waterbury Charter. Disability payments will be computed the same as a service pension except the percentage figure will not be less than 50%.

B. Any employee who is hired and commences City employment on or after September 30, 1996, who completes three (3) or more years of employment with the City of Waterbury and who suffers a work-related injury shall be eligible for a service-connected disability pension in the event that the employee, as a result of such work-related injury, becomes totally and permanently disabled from continuing to render the service in which he has been employed as an employee of the City in accordance with the City of Waterbury Charter. Any employee hired on or after September 30, 1996, and who completes ten (10) or more years of employment shall be eligible for a non service connected disability pension in

the event that the employee becomes totally and permanently disabled from continuing to render the service in which he has been employed as an employee of the City in accordance with the City of Waterbury Charter. Disability payments will be computed the same as a service pension except the percentage figure will not be less than 50%.

Section 8.

Survivorship:

A. Upon application for retirement benefits, an employee may elect to receive an actuarially reduced joint and survivor retirement benefit, pursuant to which the surviving spouse or recognized dependent of the retiree (as identified and designated at the time of his retirement) receive a "Survivorship Benefit." The employee may elect a Survivorship Benefit in an amount equal to one-half (50%) or one hundred percent (100%) of the pension, with the appropriate actuarial reduction.

B. Anything in Section 2745 of the Charter to the contrary notwithstanding, the surviving spouse or recognized dependent of an employee who dies before retiring but while eligible to receive a full normal retirement benefit, shall receive a "Survivorship Benefit" in an amount equal to one hundred percent (100%) of the pension the deceased employee would have received if he had retired the day before his death and elected an actuarially reduced one hundred percent (100%) survivor pension benefit pursuant to subsection (A) above.

C. Anything in Section 2745 of the Charter to the contrary notwithstanding, the surviving spouse or recognized dependent of an active employee who has vested in the pension plan as provided in Section II below, but who has not attained eligibility for a full normal retirement benefit as defined in Section 6, will be eligible to receive a vested survivorship pension benefit in an amount equal to the vested pension benefit that the deceased employee would have been eligible to receive pursuant to Section 11 had he/she (1) resigned from City service on the pay prior to his/her death, and (2) applied for a vested joint and survivor pension benefit with a 100% survivor option, subject to the appropriate actuarial reduction. Such benefit will not be payable to the surviving spouse or recognized dependent until the time that the employee would have been eligible for a full normal service retirement under Section 6. In lieu of such deferred benefit, the surviving spouse or recognized dependent may opt, within thirty (30) days of the employee's death, to receive an immediate benefit equivalent to 50% of the benefit she would have received if she had not elected this option.

D. For purposes of this section, notwithstanding any Charter provision to the contrary, "recognized dependent" shall mean a child under the age of 18 or up to 21 if a full time student enrolled and attending an elementary or secondary school or enrolled and attending college full time. Recognized dependent shall also mean a child or any age if he or she was disabled before age 22, provided he or she remains disabled. "Disabled" as used throughout this section is the definition adopted for disability defined by the Social Security Administration.

E. This Agreement shall be subject to a reopener to consider whether retiree health benefits should be made available to surviving spouses and eligible dependents of active employees, who are vested in the pension plan and die prior to attaining age and years of service required for full normal retirement. The parties' negotiations concerning the reopener shall commence on March 1, 2003, with arbitration before the Waterbury Financial Planning and Assistance Board commencing on June 1, 2003. Should a vested employee not eligible for normal retirement die prior to the issuance of a final and binding arbitration award, the spouse and eligible dependent(s) of such employee shall be eligible to receive health benefits subject to the conditions and limitations specified in Article XIX, Section 5(a) through September 30, 2003.

Section 9.

Military Time: An employee of this bargaining unit will have the option of purchasing military service time. The term "military service" shall be defined to mean active duty service in the United States Armed Forces with an Honorable Discharge. Military Service with U.S. Armed Forces shall be in accordance with the following formula: Twelve (12) complete months of Military Service shall be equivalent to "one year of City service" (for retirement purposes) with the understanding that the rounding up or rounding down to the nearest year shall be done on the following basis: i.e., thirty (30) months of Military Service shall be equivalent to three (3) "years of service" and twenty-nine (29) months of Military Service shall be the equivalent of two (2) "years of service." An employee may purchase no more than three (3) years of "years of service" credit for the time spent by the employee in the military service. The contribution by the employee will be calculated by the following listed formula:

Divide the "X" months of military service by twelve (12). ("X" months will always be divisible by twelve (12) because of the rounding out factor. Multiply the quotient by the pension contribution rate which the employee was required to contribute to the pension system as of the Xth month from date of hire of continuous service with the City. Multiply the product by the annual base salary of the employee as of the said Xth month of service to the City.

Example: Assume that an employee was hired by the City on June 1, 1956 after 33 months of service with the U.S. Armed Forces. That 33 months will be converted to 36 months because of the rounding out factor. Assume further that, as of June 1, 1959 date that employee was contributing 5% to the pension fund. To obtain his or her 36 months of service credit for service pension or vesting rights benefits that employee must contribute 36 to the pension system the following amount.

$32/12 \times (.05 \times 10,000) = \1500 . The exercise of the rights granted by this section shall become effective July 1, 1954 as follows: As to employees hired subsequent to July 1, 1984, the employee must exercise his military service credit within twelve months of qualification. For the purposes of this section the phrase "qualification" shall mean completion of the number

of months of continuous employment from date of hire by the City equal to the number of months of service credit.

As to a present employee who was hired prior to July 1, 1984, the rights granted herein must be exercised within six (6) months from the July 1, 1985 date. As to the base year for a present employee who was hired prior to July 1, 1984, the earliest base year will be June 1, 1956 if date of hire was prior to that date. All other employees will use their date of hire which is subsequent to June 1, 1956.

If the employee wishes to exercise the rights granted by this section for obtaining military service credit then he must make full payment of the contribution prescribed by the formula set forth herein by the calendar date no later than five (5) years from the date of the exercise of the option. Payment of the said contribution shall be made by lump sum payment or monthly payroll deduction, at the option of the employee. If full payment is not made by such date then the employee shall lose such credit and his or her contribution returned with no interest.

Section 10.

Employees hired on or after September 30, 1996 but before March 10, 2000 who elect a vested service pension before completing twenty-five years of service are not entitled to post-employment medical benefits, and must be at least 55 years of age in order to collect a vested pension.

Section 11.

An employee shall have vesting rights in his pension benefits if he terminates his service with the City for any reason (other than death) after ten (10) years of accumulative employment (including 3 years military service) by the City, unless he exercises the prerogative to withdraw all monies from the City Pension Plan.

Section 12.

For the purposes of computing the vesting rights or pension benefits (service or disability), it is agreed that, in the computation of these benefits, the eight (8) months or more of service to the City in the "last" year of employment with the City will constitute one year of service for the purpose of computation of the said retirement and/or vesting rights benefits.

Section 13.

An employee laid off and re-hired within the recall period shall be credited with all City service time that he had accrued at time of layoff for pension eligibility purposes.

Section 14.

(a.) Employees hired or re-hired after March 10, 2000 ("Participants"), are not eligible to participate in the City Pension System and must participate in the City's Defined Contribution Retirement Plan ("401(a) Plan").

The City Agrees that it shall execute all documents necessary to create a defined contribution retirement plan, qualified pursuant to the provisions of Section 401(a) of the Internal Revenue Code.

The City shall contribute 3% of the 401(a) participant's regular annual pay to the Plan. The participant must contribute 9% of his regular annual pay to the Plan. Neither the City nor the participant shall have the right to discontinue or vary the rate of such contributions.

Employer contributions and participant contributions shall be made to the Plan on a weekly basis by way of automatic payroll deduction.

Amounts contributed to the Plan shall be maintained in accounts within the Plan bearing each participant's identity. Each participant shall have the right to direct the investment of their retirement funds among the various investment options provided.

The vesting schedule for participants is as follows:

<u>Years of Service Completed</u>	<u>Percent Vested</u>
Less than five	0
Five or more	100%

The Plan will provide a minimum of 20 investment options for participants.

401(a) participants are not entitled to post-employment medical benefits.

(b.) If the City fails to implement a Section 401(a) plan as required by this provision, and to negotiate with the Union a mutual agreement regarding the impact of the delay in such implementation on the bargaining unit employees covered by such plan, by December 31, 2002, the parties will submit the matter to the Waterbury Financial Planning and Assistance Board in accordance with the contract reopener binding arbitration provisions of the Municipal Employee Relations Act.

Section 15.

At the City's option and at such time as the City shall determine, this Agreement shall be reopened for the purpose of negotiations over the pension benefits for employees hired on or after the date of such re-opened negotiations. Further, the Union agrees to participate in any

discussions that may take place between the City and the Coalition of Waterbury Unions over possible transfer to the State Municipal Employees Retirement System (MERS) for some or all current employees and/or newly hired employees.

ARTICLE XXVIII PRESERVATION OF EMPLOYEE AND MANAGEMENT RIGHTS

Section 1.

The parties recognize that the City retains all rights it had prior to this Agreement, except as such rights whether exercised or not, have been specifically relinquished or abridged in this Agreement. Such rights shall include, but are not limited to, the following:

- (a) the right to prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them;
- (b) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification);
- (c) the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by Article I, Section 3 of this Agreement;
- (d) the right to maintain discipline and efficiency;
- (e) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons, subject to the provisions of Article VI.
- (f) the right to discontinue services, positions, operations or programs in whole or in part.

Section 2.

Notwithstanding any provisions to the contrary in this Agreement, the City retains the right to contract out bargaining unit work subject to the obligation to discuss, with the Union, the impact of the decision to contract out bargaining unit work on bargaining unit members.

Section 3.

This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours or employment and other conditions of employment which shall

prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XXIX MISCELLANEOUS

Section 1.

If any Section or Article of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

Section 2.

No prior side agreements, memoranda of understanding, or settlement agreements shall be binding on the City unless they are referenced herein and attached hereto. This provision shall not apply to arbitration awards or other decisions by third parties, including courts and administrative agencies.

ARTICLE XXX WAGES

Section 1

Any bargaining unit employee employed on June 30, 2002, whose base annual salary as of June 30, 2002 does not exceed \$64,000 shall receive a one-time lump sum payment equivalent to 2% of such employee's salary on June 30, 2003, provided such employee remains actively employed at the time the payment is made, and has not filed for retirement, resigned or been terminated for cause prior to June 30, 2003. Such lump sum payment shall not be included in the employees base annual salary as defined in Article XXVII, Section 3. All other bargaining unit employees shall be ineligible for this payment, and shall be paid at the same rate that he/she was paid on June 30, 2002. The Mayor may recommend additional wage increases for bargaining unit members, subject to approval by the Waterbury Financial Planning and Assistance Board, for the purposes of recruiting or retaining qualified applicants or employees.

Section 2.

There shall be no general wage increase during the 2003-2004 contract year, and each member of the bargaining unit shall be paid at the same rate he/she was paid on June 30, 2003, unless an increase for such member's position is recommended by the City and approved by the Waterbury Financial Planning and Assistance Board for the purposes of recruiting or retaining qualified applicants or employees.

Section 3

Effective July 1, 2004, there shall be a general wage increase of two percent (2%) over the rates in effect for each member of the bargaining unit on June 30, 2004. This increase shall be given only to those members of the bargaining unit whose annualized base salary on June 30, 2004 is less than \$90,000. The Mayor may recommend additional wage increases for bargaining unit members, subject to approval by the Waterbury Financial Planning and Assistance Board, for the purposes of recruiting or retaining qualified applicants or employees.

Section 4.

The Mayor shall designate Union snow plowing operation personnel by November 1st of each year.

Section 5.

During the term of this Agreement, those persons so designated by the Mayor as working in the snow plowing operations shall receive straight time pay for all hours worked in excess of forty as a result of working in such operation, provided that such persons shall receive not less than \$1,200 nor more than \$1,800 in such straight time payments in any contract year.

Section 6.

Employees required to attend Board meetings may apply to the Mayor for compensatory time off in situations where the time commitments are unreasonable or beyond the normal expectations of their position. The request may be granted or denied by the Mayor in his discretion, which shall not be subject to the grievance procedure if exercised in good faith.

ARTICLE XXXI DURATION

Section 1.

This agreement shall be effective beginning on July 1, 2002 unless a different effective date is prescribed in this Agreement for any Section or Article, and shall remain in effect through

June 30, 2005, unless any given Section or Article prescribes a duration date for said Section or Article beyond June 30, 2005.

Section 2

Negotiations for a successor agreement shall commence upon the request of either party, in writing, not prior to December 1, 2004 or later than January 2, 2005. Upon receipt of such notification, the parties shall arrange mutually convenient meetings starting within thirty (30) days for the purpose of negotiating a new agreement.

LIST OF COVERED POSITIONS

**Assistant Assessor
Assistant Budget Director
Assistant Building, Official
Assistant City Auditor
Assistant City Clerk
Assistant City Engineer
Assistant City Planner
Assistant Director Parks and Recreation
Assistant Manager Waste Treatment
Assistant Personnel Director
Assistant Superintendent of Streets
Assistant Superintendent of Waste Treatment
Assistant Town Clerk
Building Official
Building Superintendent
Casework Supervisor
Chief Account Clerk
Chief Clerk
Chief Sanitarian
Crime Lab Supervisor
Delinquent Tax Collector
Deputy Comptroller
Deputy Tax Collector
Director Food Service
Director of Hazardous Materials
Director of Manpower Training
Director of Public Health Nurses
Director of Purchases
Fiscal Officer
Fleet Maintenance Supervisor
Librarian TV
Manager of Social Services
Medical Technologist
Municipal Parking Administrator
Operations Manager
Payroll Supervisor
Pension and Benefits Supervisor
Personnel Administrator
Personnel Analyst
Public Assistance Administrative Manager
Public Health Administrator**

Public Health Lab Director
Public Transportation Coordinator
Refuse Collection Supervisor
Reservoir Supervisor
Risk Manager
School Business Administrator
School Inspector
Senior Personnel Analyst
Superintendent of Golf Courses
Superintendent of Park Maintenance
Superintendent of Recreation
Systems Analyst
Testing and Validation Specialist
Traffic Engineer
Waste Reduction Coordinator
Water Department Business Manager
Water Department General Foreperson
Waste Treatment – Business Manager
Waste Treatment – Sanitary Engineer
Water/Sewer Billing & Collection Supervisor
Waste Treatment – Systems Application Associate

MEMORANDUM OF AGREEMENT

RETIREMENTS WITHIN WINDOW PERIOD

Pursuant to a prior understanding, bargaining unit employees were to have sixty (60) days from the date of approval of a new collective bargaining agreement or issuance of an interest arbitration award to elect retirement under the terms of the predecessor collective bargaining agreement. The City and the Union have agreed to define this window period as the period between the approval of a new collective bargaining agreement or issuance of an arbitration award containing this Memorandum of Agreement and December 31, 2002, subject to the following:

1. An employee must be eligible to retire on or before October 30, 2002.
2. An eligible employee must file an application for retirement on or before October 30, 2002, in order to retire within the window period.

An employee who does not meet the above conditions shall not have the benefit of the window period and shall not be permitted to retire under the provisions of the expired contract.

An employee who elects to retire under the provisions of the expired contract shall not be entitled to the benefits of this Agreement except as follows:

1. Such employees shall be paid the wage increase effective July 1, 2002 (if any), but such amounts shall not be included in their pension calculation.
2. Any employee who retires between July 1, 2002 and December 31, 2002 shall be covered by the new Century Preferred plan as set forth in Article XIX, rather than the plan described in the predecessor collective bargaining agreement, and shall thereafter be treated as if they had retired under Article XIX, Section 5.

For purposes of this Memorandum of Agreement only, the term "retire" shall be interpreted to include voluntary resignation of an employee with vested pension rights who elects not to exercise his prerogative to withdraw all monies from the City Pension Plan, and who therefore is eligible for a deferred vested pension benefit. This interpretation shall be without prejudice to the position of either party with regard to the interpretation of the term "retire" in any other contract.

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